

Defendant.

[illegible]

: Civil Action No.: 5:14-cv-27757

: Jury Trial Demanded

4. Plaintiff, Vikki Redden (“Plaintiff”), is an adult individual residing in Beaver, West Virginia, and is a “person” as the term is defined by 47 U.S.C. § 153(39).

5. Defendant Monitronics International, Inc. (“Monitronics”), is a Texas business entity with an address of 2350 Valley View Lane, #100, Dallas, Texas 75234, and is a “person” as the term is defined by 47 U.S.C. § 153(39).

6. Does 1-10 (the “Agents”) are individual agents employed by Monitronics and whose identities are currently unknown to Plaintiff. One or more of the Agents may be joined as parties once their identities are disclosed through discovery.

7. Monitronics at all times acted by and through one or more of the Agents.

FACTS

8. In or around May of 2014, Monitronics contacted Plaintiff in an attempt to collect a consumer purchase (the “Debt”) allegedly owed by Plaintiff.

9. At all times mentioned herein, Monitronics contacted Plaintiff on her cellular telephone, number [304-XXX-481], using an artificial or prerecorded message.

10. When Plaintiff answered the calls from Monitronics, she was met with a prerecorded message advising her that she has a “monitoring alert.”

11. In or around late May of 2014, Plaintiff contacted Monitronics and demanded that all calls to her cellular telephone cease.

12. Despite having been so informed, Monitronics continued calling Plaintiff on her cellular telephone at an annoying and harassing rate by placing multiple calls a day on several occasions.

COUNT I

VIOLATIONS OF THE TELEPHONE CONSUMER PROTECTION ACT – 47 U.S.C. § 227, et seq.

13. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

14. Without prior consent Monitronics contacted the Plaintiff by means of automatic telephone calls or prerecorded messages at a cellular telephone in violation of 47 U.S.C. § 227(b)(1)(A)(iii).

15. Defendants continued to place automated calls to Plaintiff's cellular telephone after Plaintiff requested all calls stop. As such, each call placed to Plaintiff was made in knowing and/or willful violation of the TCPA, and subject to treble damages pursuant to 47 U.S.C. § 227(b)(3)(C).

16. The telephone number called by Monitronics was assigned to a cellular telephone service for which Plaintiff incurs charges for incoming calls pursuant to 47 U.S.C. § 227(b)(1).

17. The calls from Monitronics to Plaintiff were not placed for "emergency purposes" as defined by 47 U.S.C. § 227(b)(1)(A)(i).

18. As a result of each call made in negligent violation of the TCPA, Plaintiff is entitled to an award of \$500.00 in statutory damages for each call in violation of the TCPA pursuant to 47 U.S.C. § 227(b)(3)(B).

19. As a result of each call made in knowing and/or willful violation of the TCPA, Plaintiff is entitled to an award of treble damages in an amount up to \$1,500.00 pursuant to 47 U.S.C. § 227(b)(3)(B) and 47 U.S.C. § 227(b)(3)(C).

COUNT II

VIOLATIONS OF THE WEST VIRGINIA CONSUMER CREDIT AND PROTECTION ACT, W. Va. Code § 46A-1-101, et seq.

20. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein.

21. Plaintiff is a "consumer" as defined by W. Va. Code §§ 46A-1-102(12) and 46A-2-122(a).

22. Defendants are “debt collectors” as defined by W. Va. Code § 46A-2-122(d).

23. Defendants are “creditors” as defined by W. Va. Code S 46A-5-101(1) and as construed by the Supreme Court of Appeals of West Virginia in *Barr v. NCB Management Services Inc.*, 711 S.E.2d 577 (W. Va. 2011). Defendants are, therefore, liable for each of the following violations of the West Virginia Consumer Credit and Protection Act.

24. Defendants’ conduct violated W. Va. Code § 46A-2-125(d) in that Defendants caused a telephone to ring or engaged Plaintiff in telephone conversation repeatedly or continuously, or at unusual times or at times known to be inconvenient, with intent to annoy, abuse, oppress or threaten the Plaintiff.

25. Defendants’ conduct violated W. Va. Code § 46A-2-128 in that Defendants used unfair or unconscionable means to collect the Debt.

26. The foregoing acts and omissions of Defendants constitute numerous and multiple violations of the WVCCPA, including every one of the above-cited provisions.

27. The Plaintiff is entitled to damages as a result of Defendants’ violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays that judgment be entered against the Defendants:

1. Statutory damages of between \$100.00 and \$1,000.00 for each violation of the West Virginia Consumer Credit and Protection Act, W. Va. Code S 46A-1-101, et seq., pursuant to W. Va. Code S 46A-5-101(1);
2. Costs of litigation and reasonable attorney’s fees pursuant to W. Va. Code, § 46A-5-104 against the Defendants;
3. Statutory damages pursuant to 47 U.S.C. § 227(b)(3)(B) & (C);
4. Such other and further relief as may be just and proper.

TRIAL BY JURY DEMANDED ON ALL COUNTS

Dated: November 7, 2014

Respectfully submitted,

By /s/ Brian J. Headley

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